

SECTION THREE

PROPOSAL

APPLICATION

INSTRUCTIONS

## SECTION THREE - PROPOSAL APPLICATION INSTRUCTIONS

### 3.0 General instructions for completing applications:

- *Proposal Applications shall be submitted to the Judiciary using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in SECTION FIVE, **Attachment B** of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take SECTION FOUR, Proposal Evaluation, into consideration when completing the proposal.*

#### The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

### 3.1 Program Overview

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the Judiciary with a broad understanding of the entire proposal. Include a brief description of the applicant's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the problem/need identified in the service specifications.

### 3.2. Experience and Capability

#### 3.2.1 Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.

#### 3.2.2 Experience

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services. Applicant shall include points of contact, addresses, email/phone numbers. The State reserves the right to contact references to verify experience.

### **3.2.2 Quality Assurance and Evaluation**

The applicant shall describe its quality assurance and evaluation plans for the proposed services, including methodology.

### **3.2.3 Coordination of Services**

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

### **3.2.4 Facilities**

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

## **3.3 Project Organization and Staffing**

### **3.3.1 Staffing**

#### **A. Proposed Staffing**

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

#### **B. Staff Qualifications**

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

### **3.3.2 Project Organization**

#### **A. Supervision and Training**

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

#### **B. Organization Chart**

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

### **3.4 Service Delivery**

The Service Delivery Section shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from the Scope of Work section within each service specification, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

### **3.5 Financial**

#### **3.5.1 Pricing Structure**

The applicant shall submit a cost proposal utilizing the pricing structure in SECTION TWO designated by the Judiciary purchasing agency. The cost proposal shall be attached to the Proposal Application.

##### **3.5.1.1 Pricing Structure Based on Negotiated Unit of Service Rate**

In order to determine a price (unit rate) for a unit of service, the applicant and state purchasing agency must negotiate the total costs (including agency administration) for operating a program at a specific capacity and divide by the total number of units of service that the program can produce at that capacity. The following forms, which are available on the State Procurement Office website on the "Procurement Forms and Instructions for State Agencies" page, shall be submitted with the Proposal Application:

*Budget - SPO-H-205*

*Personnel - Salaries and Wages - SPO-H-206A*

*Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPO-H-206B*

*Budget Justification, Travel - Inter-Island - SPO-H-206C (If applicable)*

*Budget Justification, Travel - Out of State - SPO-H-206D (If applicable)*

*Budget Justification, Contractual Services - Administrative - SPO-H-206E  
(If*

*applicable)*

*Budget Justification, Contractual Services - Subcontracts - SPO-H-206F (If  
applicable)*

*Budget Justification, Program Activities - SPO-H-206H (If applicable)*

*Budget Justification, Equipment Purchases - SPO-H-206I (If applicable)*

*Budget Justification, Motor Vehicle - SPO-H-206J (If applicable)*

##### **3.5.1.2 Pricing Structure Based on Fixed Price**

If a state purchasing agency is utilizing a fixed price pricing structure for the RFP, the applicant is requested to furnish a reasonable estimate of services it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff). The following forms, which are available on the State Procurement Office website on the "Procurement Forms and Instructions for State Agencies" page, shall be submitted with the Proposal Application:

*Budget - SPO-H-205*

*Personnel - Salaries and Wages - SPO-H-206A*

*Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPO-H-206B*

*Budget Justification, Travel - Inter-Island - SPO-H-206C (If applicable)*

*Budget Justification, Travel - Out of State - SPO-H-206D (If applicable)*  
*Budget Justification, Contractual Services - Administrative - SPO-H-206E*  
(If applicable)  
*Budget Justification, Contractual Services - Subcontracts - SPO-H-206F (If applicable)*  
*Budget Justification, Program Activities - SPO-H-206H (If applicable)*  
*Budget Justification, Equipment Purchases - SPO-H-206I (If applicable)*  
*Budget Justification, Motor Vehicle - SPO-H-206J (If applicable)*

### **3.5.2 Other Financial Related Materials**

#### **3.5.2.1 Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

The most recent financial audit.

### **3.6 Other**

#### **3.6.1 Litigation**

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgement. If applicable, please explain.

#### **3.6.2 Performance and Output Measurement Tables** (when required per applicable service specifications.)

#### **3.6.3 Other Program Specific Requirements** (when required per applicable service specifications.)

**END OF SECTION THREE**

SECTION FOUR

PROPOSAL

EVALUATION

## SECTION FOUR - PROPOSAL EVALUATION

### 4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

### 4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the applicable Judiciary purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

#### 4.2.1 Evaluation Categories and Threshold

##### Evaluation Categories

##### Possible Points

##### *Administrative Requirements*

##### *Proposal Application*

**100 Points**

Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 points

##### **TOTAL POSSIBLE POINTS**

**100 Points**

### 4.3 Evaluation Criteria

#### 4.3.1 Phase 1 - Evaluation of Proposal Requirements

##### *4.3.1.1 Administrative Requirements*

- Proposal Application Checklist
- Registration (if not pre-registered with the State Procurement Office)
- Certifications (as applicable)

##### *4.3.1.2 Proposal Application Requirements*

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview

- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (all required forms and documents)
- Program Specific Requirements (as applicable)

#### **4.3.2 Phase 2 - Evaluation of Proposal Application (100 Points)**

##### **4.3.2.1 Program Overview (0 Points)**

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.

##### **4.3.2.2 Experience and Capability (20 Points)**

The Judiciary will evaluate the applicant's experience and capability relevant to the proposal contract which shall include:

- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.
- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Demonstrated capability to coordinate services with other agencies and resources in the community.
- Adequacy of facilities relative to the proposed services.

##### **4.3.2.3 Project Organization and Staffing (15 Points)**

The Judiciary will evaluate the applicant's overall staffing approach to the service that shall include:

- That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.
- Minimum qualifications (including experience) for staff assigned to the program.
- Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks).

#### **4.3.2.4 Service Delivery (55 Points)**

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application. The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the realism of the timelines and schedules, as applicable.

#### **4.3.2.5 Financial (10 Points)**

A. Pricing structure based on negotiated unit of service:

- Competitiveness and reasonableness of unit of service, as applicable.

OR

B. Pricing structure based on fixed price:

- Applicant's proposal budget is reasonable, given program resources and operational capacity.

AND

C. Adequacy of accounting system.

#### **4.3.3 Phase 3 - Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

**END OF SECTION FOUR**

# **SECTION FIVE**

## **ATTACHMENTS**

**ATTACHMENT A - Proposal Application Checklist**

**ATTACHMENT B - Proposal Application Identification Form, Application, and  
Sample Table of Contents**

**ATTACHMENT C - Contract General Conditions (Pursuant to 103F, HRS)**

**ATTACHMENT D - For Section 2.20 Only  
Mediation and Related Dispute Resolution Services (ADRMS)  
Quarterly and Final Report Format**

# Attachment A

## Proposal Application Checklist

# Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: \_\_\_\_\_

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the POS Proposal Application. \*SPO-H Forms are located on the web at <http://www.spo.hawaii.gov> Click on *Procurement of Health and Human Services* and *For Private Agencies*.\*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposals Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website*		
SPO-H-205B	Section 3, RFP	SPO Website*		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206D	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206E	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206F	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206I	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206J	Section 3, RFP	SPO Website*	if applicable	
<b>Certifications:</b>				
<b>Federal Certifications</b>	Section 1, RFP	Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace Requirements		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
<b>Program Specific Requirements:</b>				

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Attachment B

## Proposal Application Identification Form, Application, and Sample Table of Contents

STATE OF HAWAII  
**THE JUDICIARY**

FOR OFFICE USE

JUD APP NO. \_\_\_\_\_

**PROPOSAL APPLICATION IDENTIFICATION FORM**  
**RESPONSE TO RFP NO. J07030**

**SVC SPEC. NO. / CODE / DESCRIPTION:** \_\_\_\_\_

**TITLE OF APPLICANT'S PROGRAM:** \_\_\_\_\_

Check one:

☐ INITIAL PROPOSAL APPLICATION

☐ FINAL REVISED PROPOSAL (COMPLETED ITEMS \_\_\_\_\_ - \_\_\_\_\_ ONLY)

**1. APPLICANT INFORMATION:**

LEGAL NAME: \_\_\_\_\_

DBA: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

**2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

e-mail \_\_\_\_\_

**3. TYPE OF BUSINESS ENTITY:**

☐ NON PROFIT CORPORATION ☐ SOLE PROPRIETORSHIP

☐ FOR PROFIT CORPORATION ☐ PARTNERSHIP

☐ LIMITED LIABILITY COMPANY

**4. STATE OF INCORPORATION (if applicable)**

**5. TAX IDENTIFICATION:**

FEDERAL TAX ID #: \_\_\_\_\_

STATE TAX ID #: \_\_\_\_\_

**6. GEOGRAPHIC AREA(S) APPLICANT IS ABLE TO SERVE:**

☐ East Hawai'i

☐ Kaua'i

☐ West Hawai'i

☐ Leeward O'ahu

☐ Maui

☐ Central O'ahu

☐ Moloka'i

☐ Windward O'ahu

☐ Lana'i

☐ Honolulu

**7. TARGET GROUP(S) APPLICANT IS ABLE TO SERVE:**

☐ Infants and toddlers: 0-3 years of age

☐ Children: 3-5 years of age

☐ Children: 5-10 years of age

☐ Adolescents: 10-18 years of age

☐ Adolescents & Adults: 18-21 years of age

☐ Adults: 21-59+ years of age

☐ Elders: 60+ years of age

☐ Families

☐ Other: \_\_\_\_\_

**8. FUNDING REQUEST:**

FY \_\_\_\_\_ \$ \_\_\_\_\_

FY \_\_\_\_\_ \$ \_\_\_\_\_

FY \_\_\_\_\_ \$ \_\_\_\_\_

FY \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**9. BUSINESS STATUS QUALIFICATION:**

☐ Applicant is registered with the state procurement Office .

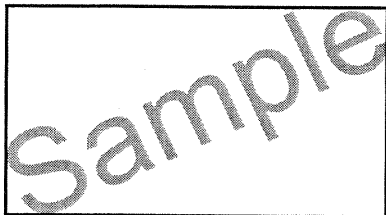
☐ Applicant is not preregistered-form SPO-H-100A and required documentation is attached.

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
authorized signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
date signed



Applicant:  
RFP No. & Service Spec. No:

## PROPOSAL APPLICATION

### I. Program Overview

### II. Experience and Capability

- A. Necessary Skills
- B. Experience
- C. Quality Assurance and Evaluation
- D. Coordination of Services
- E. Facilities

### III. Project Organization and Staffing

#### A. Staffing

- 1. Proposed Staffing.
- 2. Staff Qualifications

#### B. Project Organization

- 1. Supervision and Training
- 2. Organization Chart (Program & Organization-wide - attached)

### IV. Service Delivery

### V. Financial

#### A. Pricing Structure

The following budget form(s) are submitted with the Proposal Application:

- 1. SPO-H-205 Proposal Budget for FY 2008, 2009, 2010, 2011
- 2. SPO-H-206A Budget Justification - Personnel: Salaries & Wages
- 3. SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
- 4. SPO-H-206C Budget Justification - Travel: Interisland
- 5. SPO-H-206E Budget Justification - Contractual Services - Administrative

#### B. Other Financial Related Materials

- 1. Financial Audit for fiscal year ended June 30, 2006.

### VI. Other

#### A. Litigation

#### B. Performance and Output Measurement Tables

#### C. Program Specific Requirements

## Proposal Application Table of Contents

Page

**I. Program Overview**

**II. Experience and Capability**

- A. Necessary Skills
- B. Experience
- C. Quality Assurance and Evaluation
- D. Coordination of Services
- E. Facilities

**III. Project Organization and Staffing**

**A. Staffing**

- 1. Proposed Staffing.
- 2. Staff Qualifications

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- 5. SPO-H-206E Budget Justification - Contractual Services - Administrative

**B. Other Financial Related Materials**

- 1. Financial Audit for fiscal year ended June 30, 2006.

**VI. Other**

**A. Litigation**

**B. Performance and Output Measurement Tables**

**C. Program Specific Requirements**

# Attachment C

## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

(AG FORM 103F, Pursuant to Chapter 103F, HRS)

September, 2006

# GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

## TABLE OF CONTENTS

	<u>Page(s)</u>
1. Representations and Conditions Precedent .....	1
1.1 Contract Subject to the Availability of State and Federal Funds .....	1
1.1.1 State Funds .....	1
1.1.2 Federal Funds .....	1
1.2 Representations of the PROVIDER .....	1
1.2.1 Compliance with Laws .....	1
1.2.2 Licensing and Accreditation .....	1
1.3 Compliance with Laws .....	1
1.3.1 Smoking Policy .....	1
1.3.2 Drug Free Workplace .....	1
1.3.3 Persons with Disabilities .....	1
1.3.4 Nondiscrimination .....	2
1.4 Insurance Requirements .....	2
1.5 Notice to Clients .....	2
1.6 Reporting Requirements .....	2
1.7 Conflicts of Interest .....	3
2. Documents and Files .....	3
2.1 Confidentiality of Material .....	3
2.1.1 Proprietary or Confidential Information .....	3
2.1.2 Uniform Information Practices Act .....	3
2.2 Ownership Rights and Copyright .....	3
2.3 Records Retention .....	3
3. Relationship between Parties .....	3
3.1 Coordination of Services by the STATE .....	3
3.2 Subcontracts and Assignments .....	4
3.3 Change of Name .....	4
3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities .....	4
3.4.1 Independent Contractor .....	4
3.4.2 Contracts with Other Individuals and Entities .....	4

3.4.3	PROVIDER's Employees and Agents.....	4
3.4.4	PROVIDER's Responsibilities .....	5
3.5	Personnel Requirements.....	5
3.5.1	Personnel.....	5
3.5.2	Requirements .....	5
4.	Modification and Termination of Contract.....	6
4.1	Modifications of Contract.....	6
4.1.1	In Writing.....	6
4.1.2	No Oral Modification .....	6
4.1.3	Tax Clearance.....	6
4.2	Termination in General.....	6
4.3	Termination for Necessity or Convenience .....	6
4.4	Termination by PROVIDER.....	6
4.5	STATE's Right of Offset.....	6
5.	Indemnification.....	7
5.1	Indemnification and Defense .....	7
5.2	Cost of Litigation .....	7
6.	Publicity .....	7
6.1	Acknowledgment of State Support.....	7
6.2	PROVIDER's Publicity Not Related to Contract.....	7
7.	Miscellaneous Provisions.....	7
7.1	Nondiscrimination.....	7
7.2	Paragraph Headings .....	7
7.3	Antitrust Claims .....	8
7.4	Governing Law .....	8
7.5	Conflict between General Conditions and Procurement Rules .....	8
7.6	Entire Contract.....	8
7.7	Severability .....	8
7.8	Waiver.....	8
7.9	Execution in Counterparts.....	8

## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

### 1. Representations and Conditions Precedent

#### 1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

#### 1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

#### 1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 32K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

## 2. Documents and Files

### 2.1 Confidentiality of Material.

- 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

- 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

## 3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

#### 4. **Modification and Termination of Contract**

##### 4.1 **Modifications of Contract.**

4.1.1 **In Writing.** Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 **No Oral Modification.** No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 **Tax Clearance.** The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 **Termination in General.** This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 **Termination for Necessity or Convenience.** If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 **Termination by PROVIDER.** The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 **STATE's Right of Offset.** The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## 5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

## 6. Publicity

6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.

6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

## 7. Miscellaneous Provisions

7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

# Attachment D

For Section 2.20,  
RFP J07030 Only

Mediation and Related  
Dispute Resolution Services  
(ADRMS)  
Quarterly and Final Report  
Format

# JUDICIARY • STATE OF HAWAII

## Final Report

### Chapter 103F, Hawaii Revised Statutes; Relating to Purchase of Service Contracts

**FISCAL YEAR ENDING:**

Report Submittal Date:

Provider:

Report Prepared By:

#### I. UTILIZATION OF SERVICES BY REFERRAL SOURCE & CASE DISPOSITION (NOTE: "Conciliated" = cases that are resolved during the intake process.)

REFERRAL SOURCES	CASES PENDING FROM PRIOR FY	CASES OPENED THIS FY	TOTAL CASES SERVED IN FY	CASES CLOSED, CONCILIATED	CASES CLOSED, M/AGREE	CASES CLOSED, M/NO AGREE	CASES CLOSED, NO MEDIATION	CASES CLOSED	CASES OPEN PENDING
Attorney									
Circuit Court									
District Court									
Family Court									
DOE									
HCRC									
Police									
Prosecutor									
Public Defender									
RICO									
<b>SUB-TOTAL JUSTICE SYSTEM</b>									
Family/Friend									
Self									
Social Svc. Agency									
Other ▲									
<b>SUB-TOTAL</b>									
<b>TOTAL</b>									

▲ - Please provide brief explanation.

**II. CASE TYPE**

	CASES OPENED THIS FISCAL YEAR
Auto Accident	
Business	
Civil Rights	
Condominium	
Consumer/Merchant	
Domestic	
Education/Special Education	
Family	
Friend	
Job Related	
Juvenile	
Landlord/Tenant	
Neighbor	
Real Estate	
TRO	
Other ▲	
<b>TOTAL</b>	

▲ - Please provide brief explanation

**III. REASONS FOR CLOSED, NO MEDIATION BY REFERRAL SOURCE**

Referral Source	Cases Closed, No Mediation	P1 Chose Not to Mediate	P2 Chose Not to Mediate	P1/P2, No Contact (Ph or Ltr)	P1/P2 Unavailable for Follow-up	Not Appropriate (e.g., abuse)	Other
Attorney							
Circuit Court							
District Court							
Family Court							
DOE							
HCRC							
Police							
Prosecutor							
Public Defender							
RICO							
Family/Friend							
Self							
Social Svc. Agency							
Other							
<b>Total</b>							

## IV. HUMAN RESOURCES

Total Number of:

- Active volunteer mediators (in mediator pool)
- Volunteer mediators utilized during fiscal year (unduplicated/mediating only)
- Case management hours
- Sessions held (# of sessions held for all cases mediated this fiscal year)
- Mediator hours (for all sessions held this fiscal year)
- Number of clients served (unduplicated)(in cases closed this fiscal year)


**V. STAFFING - List any changes fully or partly funded by funds received from the Judiciary.**

[illegible]

- VI. PROGRAM PROGRESS & MISCELLANEOUS NARRATIVE:** Narrative summary of significant changes and major accomplishments during this fiscal year. Include information regarding substantial variations between the months included in this fiscal year.
- VII. PROBLEMS/CORRECTIVE ACTION:** Statement of problems occurring during this fiscal year and corrective action taken.
- VIII. In response to the Judiciary interim/monitoring report (on-site visit), please list corrective actions completed or in progress.**

**IX. ACTUAL BUDGET**

FISCAL REPORT FOR:	
FISCAL YEAR ENDING:	
DATE SUBMITTED:	
SUBMITTED BY:	

ITEM	Total Expended	Percent Charged Judiciary	Amount Charged to Judiciary
<b>A. PERSONNEL COSTS</b>			
1. Salaries			
2. Payroll Taxes & Assessments			
3. Fringe Benefits			
<b>TOTAL PERSONNEL COSTS</b>		%	
<b>B. OPERATING EXPENSES</b>			
1. Airfare, Inter-Island ▲			
2. Airfare, Out-of-State ▲			
3. Audit Services			
4. Contractual Svcs. - Admin. ●			
5. Contractual Svcs. - Subcontracts			
6. Insurance			
7. Lease/Rental of Equipment			
8. Lease/Rental of Motor Vehicle			
9. Lease/Rental of Space			
10. Mileage			
11. Postage, Freight & Delivery			
12. Publication & Printing			
13. Repair & Maintenance			
14. Staff Training ●			
15. Subsistence/Per Diem ▲			
16. Supplies			
17. Telecommunication			
18. Transportation ▲			
19. Utilities			
20. OTHER ●			
<b>TOTAL OPERATING EXPENSES</b>		%	
<b>C. EQUIPMENT PURCHASES</b>		%	
<b>TOTAL EXPENDITURES (A+B+C)</b>		%	

- ▲ Please complete Attachment A, Travel Report, if items 1, 2, 15, and/or 18 are fully or partly charged to the Judiciary.
- Please provide a brief explanation if items 4, 14, and/or 20 are fully or partly charged to the Judiciary.

<b>INCOME SOURCES</b>	
Judiciary	
Membership	
Fees Generated	
<b>Other:</b>	
<b>TOTAL</b>	
<b>% Non-Judiciary Funds</b>	
<b>Unit Cost</b> (total expenditures/total cases opened)	

**X. TIMELINESS OF CASE SCHEDULING** (10 percent random sample of mediated cases):

A. Average time between receipt of the initial call or referral and the date of the first follow-up call by the mediation center.

\_\_\_\_\_

B. Average time between when P2 agrees to mediate until the date that the first mediation session is scheduled.

\_\_\_\_\_

C. Average time between when P2 agrees to mediate until the date that the first mediation session is held.

\_\_\_\_\_

**XI. CLIENT SATISFACTION**

A. How do you feel about the mediation process?

Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied
%	%	%	%
____ of ____ responses	____ of ____ responses	____ of ____ responses	____ of ____ responses

B. Would you recommend mediation to others with problems?

Definitely Yes	Probably	Probably Not	Definitely Not
%	%	%	%
____ of ____ responses	____ of ____ responses	____ of ____ responses	____ of ____ responses

NOTES:

**XII. DEMOGRAPHIC DATA FOR CLIENTS****Gender of Mediation Participant:**

Male \_\_\_\_\_

Female \_\_\_\_\_

**Age:**

Juvenile \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Adult \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

**Ethnic Background:** (Select the one that most applies to you.)

African American \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

American Indian \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Chinese \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Filipino \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Hawaiian \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Hispanic \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Japanese \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Korean \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Other Asian \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Other Pacific Islander \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Samoan/Tongan \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

White \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

**Income Level:**

Up to \$20,625 \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

\$20,626 to \$41,250 \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

Above \$41,250 \_\_\_\_\_ percent (\_\_\_\_ of \_\_\_\_\_ responses)

**XIII. CERTIFICATION:** This report, to the best of my knowledge, is a true and accurate representation of the quarterly progress of the program.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment A

TRAVEL REPORT FOR: FISCAL YEAR ENDING: DATE SUBMITTED: SUBMITTED BY:	

Name and Title	Purpose of Trip	Destination	Departure Date/ Return Date	Per Diem or Subsistence	Airfare	Transportation
			TOTAL			